Ordinance No. 122940

Council Bill No. 116473

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept the donation of real property via quitclaim deed as settlement of a lawsuit concerning ownership of the real property known as King County Parcel No. 032208-9026 and legally described and depicted in Attachments 1 and 2 hereto.

CF No.

Date Introduced: 3-16-09	
Date 1st Referred: 3-16-09	To: (committee) Environment, Emergency Mgmt & Utilities (EEMU)
Date Re - Referred: 3-16-09	To: (committee) Full Council
Date Re - Referred:	To: (committee)
Date of Final Passage: 3.23.09	Full Council Vote: 9-0
Date Presented to Mayor:	Date Approved: 3-26-09
Date Returned to City Clerk: 3.27-09	Date Published: 4/1/09 T.O. ___ F.T. ✓
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard Conlin
Councilmember

Committee Action:

3/23/09 Pass 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review | OMP Review | City Clerk Review | Electronic Copy Loaded | Indexed

Seattle City Attorney

Thomas A. Carr

William G. McGillin
Assistant City Attorney
(206)684-8252
bill.mcgillin@seattle.gov

February 23, 2009

Richard Conlin, President
Seattle City Council
P. O. Box 34025
Seattle, WA 98124-4025

Re: *Davis Land Group, LLC v. City of Seattle*

Dear Council President Conlin:

In settlement of its lawsuit against the City, Davis Land Group LLC wishes to donate any ownership rights it may have to the land on which the Cedar River Watershed Education Center is built. The City Attorney recommends this settlement and submits the attached ordinance for approval by the City Council pursuant to its authority to accept donations and deeds to real property. The ordinance has no fiscal impact.

The property is a 3.14 acre parcel located within the City's fenced and gated perimeter of the Cedar River Watershed and is the site of the Cedar River Watershed Education Center. The Education Center was constructed on this parcel in 2001-2002. In 1996 as part of the preparation for the project, the Seattle Public Utilities obtained a title report showing City ownership of the property.

Davis asserts that it purchased the property by quitclaim deed in 2007. Davis admits it did so sight-unseen. In response to the suit, our office filed a summary judgment motion to dismiss the case. Davis spontaneously offered to donate whatever interest it may have to the City in exchange for the City's acknowledgment of the donation on an IRS form (Attachment 3 to ordinance). The IRS form makes no representation regarding the value of the interests donated. Thank you.

Very truly yours,

THOMAS A. CARR
Seattle City Attorney

By:

William G. McGillin
Assistant City Attorney

Attachment

LH COUNCIL CLERK

ORDINANCE 122940

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept the donation of real property via quitclaim deed as settlement of a lawsuit concerning ownership of the real property known as King County Parcel No. 032208-9026 and legally described and depicted in Attachments 1 and 2 hereto.

WHEREAS, since 1880, it has been the official policy of the City of Seattle to own all lands within the 90,000 acre Cedar River Watershed; and

WHEREAS, in 2007, Davis Land Group, LLC brought suit against the City claiming that it owns approximately 3.14 acres of the land on which the City's Cedar River Watershed Education Center is located based on a 2006 quitclaim deed purchased by Davis for $1,300; and

WHEREAS, for much of the period between the 1880s and the present, railroad uses and private and public timber uses within this Watershed have resulted in a complex patchwork of real property purchases, trades and sales among the various ownership rights also involving the City, making the tracking of exact title rights difficult; and

WHEREAS, in the 1970s, railroad operations within the Watershed ceased and in the 1980s the railroad companies removed all railroad tracks and other equipment; and

WHEREAS, from and after that time, the City has possessed and controlled the area, gating and fencing the same and posting signs identifying the land as property owned by the City, removing old railroad housing sites and remediating contaminated soil; and

WHEREAS, in 1992 the City began the Master Plan process for the future of the Watershed, including the development and construction of the land on which the Education Center is now located; and

WHEREAS, in 1996 the City obtained a title report that expressly represented to the City that the property selected for the Center is owned by the City, but has subsequently learned that the report was in error; and

WHEREAS, it is the belief of the City and Seattle Public Utilities that it now owns the subject property or that it has acquired all right title and interest therein by virtue of adverse possession; and

WHEREAS, Davis has offered to settle and dismiss its lawsuit and to donate its bare legal title to any interest in the land to the City in exchange for the City accepting the donation and signing an IRS form (Attachment 3) acknowledging the fact of donation; and

LH COUNCIL CLERK

WHEREAS, the opinion of the Seattle City Attorney, this offer will resolve the suit in an acceptable manner, will cost the City no money, removes any cloud to the City's title to the property and does not require further litigation to establish legal ownership, and the City Attorney has therefore recommended that this settlement offer be accepted; and

WHEREAS, the authority to accept donations and to accept and record deeds is vested in the Seattle City Council;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities, or designee, is authorized to accept for and on behalf of the City of Seattle a Statutory Warranty Deed donating to the City any right, title, or interest Davis may have in the subject real property described in Attachments 1 and 2 and to execute on behalf of the City an IRS donation receipt form attached as Attachment 3.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 23 day of March, 2009, and signed by me in open session in authentication of its passage this 23 day of March, 2009.

President _____ of the City Council

LH COUNCIL CLERK

Approved by me this 26th day of March, 2009.

Gregory J. Nickels, Mayor

Filed by me this 26th day of March, 2009.

City Clerk

(Seal)

Attachment 1: Settlement Agreement

Attachment 2: Statutory Warranty Deed

Attachment 3: IRS Donation Form

LH COUNCIL CLERK

SETTLEMENT AGREEMENT

This Settlement Agreement is made between The Davis Land Group, LLC, a Washington Limited Liability Company, and Gary Davis ("Plaintiff"), and the City of Seattle acting through and by Seattle Public Utilities (the "City"). Plaintiff and the City are referred to collectively herein as the "Parties."

The Parties agree as follows:

1. Lawsuit. Plaintiff filed a lawsuit against the City, King County Cause No. 08-2-18119-7 KNT (the "Lawsuit"), alleging that Plaintiff owns interests in real property legally described as:

> All that portion of the Burlington Northern and Santa Fe Railway Company's (formerly Chicago, Milwaukee & St. Paul Railway Company) Cedar Falls to Tanner, Washington Branch Line Property now discontinued, located in Government lots 3 and 4 and the Southwest quarter of the Northwest quarter of fractional section 3, township 22, North, Range 8 East of the Willamette meridian, King County, Washington described as follows:
>
> Beginning at the point of intersection of the North line of said section 3 and the Northwesterly line of said railway company's Easton to Cedar Falls, Washington 100 foot wide branch line property; said point also being 1700 feet, more or less, east of the Northwest corner of said section 3;
>
> Thence West along said North line 440 feet, more or less, to a line parallel with and 50 feet normally distant Northwesterly from the centerline of said railway company's Everett branch main track, as originally located and constructed;
>
> Thence South 34°57' West along said parallel line 800 feet, more or less, to the Northwesterly line of said Easton to Cedar Falls, Washington branch line right of way;
>
> Thence Northeasterly along said Northwesterly right of line to the point of beginning, containing 3.11 acres, more or less, and being the same property described in deed from Weyerhaeuser Timber Company dated January 15, 1910 and recorded in volume 736 page 205 in said King County.

2. City's Answer. The City has answered the Lawsuit, asserting its ownership of the subject property.

3. Mutual Desire to Settle. The Parties recognize mutual benefits to compromising and settling all claims and disputes existing between them without further litigation, including but not limited to all claims to ownership of the subject property and claims arising therefrom that Plaintiff has made in the above referenced suit, and any and

LH COUNCIL CLERK

all further claims of ownership that Plaintiff, its predecessors, successors or assigns might bring, whether the same is contained in any pleading in this matter or otherwise.

4. Plaintiff's Obligations. Plaintiff shall execute and deliver to the City the attached Statutory Warranty Deed, a signed original of the attached Stipulation and Order dismissing the Lawsuit with prejudice, and an executed copy of this Agreement, together with proof of authorization to execute the same.

5. City's Obligations. The City will draft and present to the Seattle City Council for its consideration an ordinance authorizing the acceptance of the deed and donation, and authorizing the Director of Seattle Public Utilities or his designee to sign Internal Revenue Service ("IRS") Form No. 8283, which will acknowledge the donation, but which will make no representation of price or value. Upon said ordinance becoming effective the City will (i) record the deed; (ii) sign IRS Form No. 8283 acknowledging the donation; and (iii) execute the stipulation and order of dismissal of the Lawsuit, and file the same with King County Superior Court.

6. Release. Plaintiff, on behalf of itself and its officers, directors, agents, managers, parent entities, subsidiaries, partners, general partners, limited partners, members, managing members, advisors, attorneys, accountants, representatives, predecessors, successors and assigns, as well as anyone else who may claim by or through it, hereby releases, acquits, and forever discharges the City and its departments, officers, elected officials, employees, and agents from any and all claims, costs, actions, damages, and demands of any kind that were or could have been asserted in the Lawsuit, including any and all claims to ownership of the subject property and claims arising therefrom.

The City, on behalf of itself and its departments, officers, elected officials, employees, and agents hereby releases, acquits, and forever discharges the Plaintiffs, and their officers, directors, agents, managers, parent entities, subsidiaries, partners, general partners, limited partners, members, managing members, advisors, attorneys, accountants, representatives, predecessors, successors and assigns, from any and all claims, costs, actions, damages, and demands of any kind that were or could have been asserted in the Lawsuit, including any and all claims to ownership of the subject property and claims arising therefrom.

7. No Admission. This Settlement Agreement is not an admission of liability or fault by any party, and all Parties expressly disclaim any admission of liability or fault with respect to the disputed matters.

8. Governing Law. This Settlement Agreement will be governed by, and construed according to, the laws of the State of Washington.

9. Costs and Attorney's Fees. In the event there is any litigation arising from this Settlement Agreement, the non-prevailing party shall pay the prevailing party's costs, including reasonable attorney's fees.

LH COUNCIL CLERK

10. Counterparts. This Settlement Agreement may be executed in counterparts.

11. Entire Agreement. This Settlement Agreement, including the Statutory Warranty Deed and Stipulation and Order of dismissal attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings with respect to any claims, costs, actions, damages, and demands of any kind that were or could have been asserted in the Lawsuit, including any and all claims to ownership of the subject property and claims arising therefrom.

12. Acknowledgements. Each of the Parties acknowledges that such party has carefully read this Settlement Agreement, and knows and understands its contents. Each of the Parties acknowledges that such party has consulted with legal counsel in connection with the terms and execution of this Settlement Agreement.

13. Amendment. This Settlement Agreement may not be amended or modified, or any of the provisions waived, except by an instrument in writing signed by each of the Parties.

14. Drafting. Each of the Parties agrees that no particular party or parties to this Settlement Agreement shall be deemed to be its author. Each of the parties further agrees that this Settlement Agreement shall be construed and interpreted as if drafted jointly by the Parties.

THE CITY OF SEATTLE
Seattle Public Utilities

By: _____
Audrey Hansen
Manager, Real Property, Facilities and Claims Services
Date: 2-20-09

DAVIS LAND GROUP, LLC

By: _____
Name: GARY A. DAVIS
Title: MANAGER
Date: FEB. 17, 2009

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When Recorded Return to:

The City of Seattle Attorney's Office
Attn: William G. McGillin
600 4th Ave., 4th Floor
PO Box 94769
Seattle, WA 98124-4769

Grantor: THE DAVIS LAND GROUP, LLC, a Washington Limited Liability Company

Grantee: THE CITY OF SEATTLE, A Municipal Corporation, and SEATTLE PUBLIC UTILITIES, Department Of The City Of Seattle

Assessor's Property Tax Parcel Account Number: 032208-9026

STATUTORY WARRANTY DEED

THE GRANTOR, THE DAVIS LAND GROUP, LLC, a Washington Limited Liability Company, for and in consideration of good and valuable consideration, conveys and warrants to THE CITY OF SEATTLE, A Municipal Corporation, and SEATTLE PUBLIC UTILITIES, Department Of The City Of Seattle, the following described property, situated in the County of King, State of Washington:

All that portion of the Burlington Northern and Santa Fe Railway Company's (formerly Chicago, Milwaukee & St. Paul Railway Company) Cedar Falls to Tanner, Washington Branch Line Property now discontinued, located in Government lots 3 and 4 and the Southwest quarter of the Northwest quarter of fractional section 3, township 22, North, Range 8 East of the Willamette meridian, King County, Washington described as follows:

Beginning at the point of intersection of the North line of said section 3 and the Northwesterly line of said railway company's Easton to Cedar Falls, Washington 100 foot wide branch line property; said point also being 1700 feet, more or less, east of the Northwest corner of said section 3;

Thence West along said North line 440 feet, more or less, to a line parallel with and 50 feet normally distant Northwesterly from the centerline of said railway company's Everett branch main track, as originally located and constructed;

Thence South 34°57' West along said parallel line 800 feet, more or less, to the Northwesterly line of said Easton to Cedar Falls, Washington branch line right of way;

Thence Northeasterly along said Northwesterly right of line to the point of beginning, containing 3.11 acres, more or less, and being the same property

Attachment 2

LH COUNCIL CLERK

described in deed from Weyerhaeuser Timber Company dated January 15, 1910 and recorded in volume 736 page 205 in said King County.

Dated: February 18, 2009.

THE CITY OF SEATTLE, A Municipal Corporation, and SEATTLE PUBLIC UTILITIES, Department Of The City Of Seattle

By: _____
Name: Audrey Hansen
Its: Manager, Real Property, Facilities and Claims Services

THE DAVIS LAND GROUP, LLC, a Washington Limited Liability Company

By: _____
Name: GARY A. DAVIS
Its: MANAGER

LH COUNCIL CLERK

State of Washington)
) ss:
County of ~~King~~ Thurston)

On this 18 day of February, 2009, before me, a Notary Public in and for the State of Washington, personally appeared ********** Gary Davis, to me known to be the ********** Manager of The Davis Land Group, LLC, a Washington Limited Liability Company that executed the within and foregoing instrument as Grantor, and acknowledged said instrument to be its free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

TANYA LYNN ACEVEDO
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
10-03-12

Tanya Lynn Acevedo
Print Name: Tanya Lynn Acevedo
NOTARY PUBLIC in and for the State of Washington
residing at Rochester

My appointment expires: 10-03-12

[NOTARIAL SEAL]

LH COUNCIL CLERK

Form **8283**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **See separate instructions.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Certain Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also, list certain publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A		
B		
C		
D		
E		

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____ . If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____ .
(2) For any prior tax years ▶ _____ .

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 62299J Form **8283** (Rev. 12-2006)

Attachment 3

LH COUNCIL CLERK

Name(s) shown on your income tax return | Identifying number

Section B. Donated Property Over $5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- ☐ Art* (contribution of $20,000 or more)
- ☐ Art* (contribution of less than $20,000)
- ☐ Collectibles**
- ☐ Qualified Conservation Contribution
- ☐ Other Real Estate
- ☐ Intellectual Property
- ☐ Equipment
- ☐ Securities
- ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A			
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	(i) Average trading price of securities
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ _____

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number	
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
Authorized signature	Title	Date

L.A. COUNCIL CLERK

Form revised February 6, 2008

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Audrey Hansen/684-5877	John McCoy/615-0768

Legislation Title:
AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept the donation of real property via quitclaim deed as settlement of a lawsuit concerning ownership of the real property known as King County Parcel No. 032208-9026 and legally described and depicted in Attachments 1 and 2 hereto.

- **Summary of the Legislation:**

Davis Land Group, LLC wishes to donate its title claims to a 3.14 acre parcel of real property located in the Cedar River Watershed in exchange for the dismissal of a lawsuit and the City's signature on an Internal Revenue Service form (Attachment 3 to the proposed ordinance) acknowledging the donation. The legislation is necessary because donations and deeds must be accepted by ordinance. This ordinance has no fiscal impact.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The property is a 3.14 acre parcel located within the City's fenced and gated perimeter of the Cedar River Watershed and is the site of the Cedar River Watershed Education Center. In 1996 as part of the preparation for the construction of the Education Center, Seattle Public Utilities obtained a title report showing City ownership of the property. The Education Center was constructed in 2001-2002.

Davis sued the City asserting that it purchased the property by quitclaim deed in 2007 for $1300.00. Davis admits it made this purchase sight-unseen. In response to the suit, the City Attorney's office filed a summary judgment motion to dismiss the case. After the City's motion was filed, Davis spontaneously offered to donate whatever interest it may have in exchange for the City's acknowledgment of the donation on an IRS form (Attachment 3 to ordinance). The IRS form makes no representation regarding the value of the interests donated.

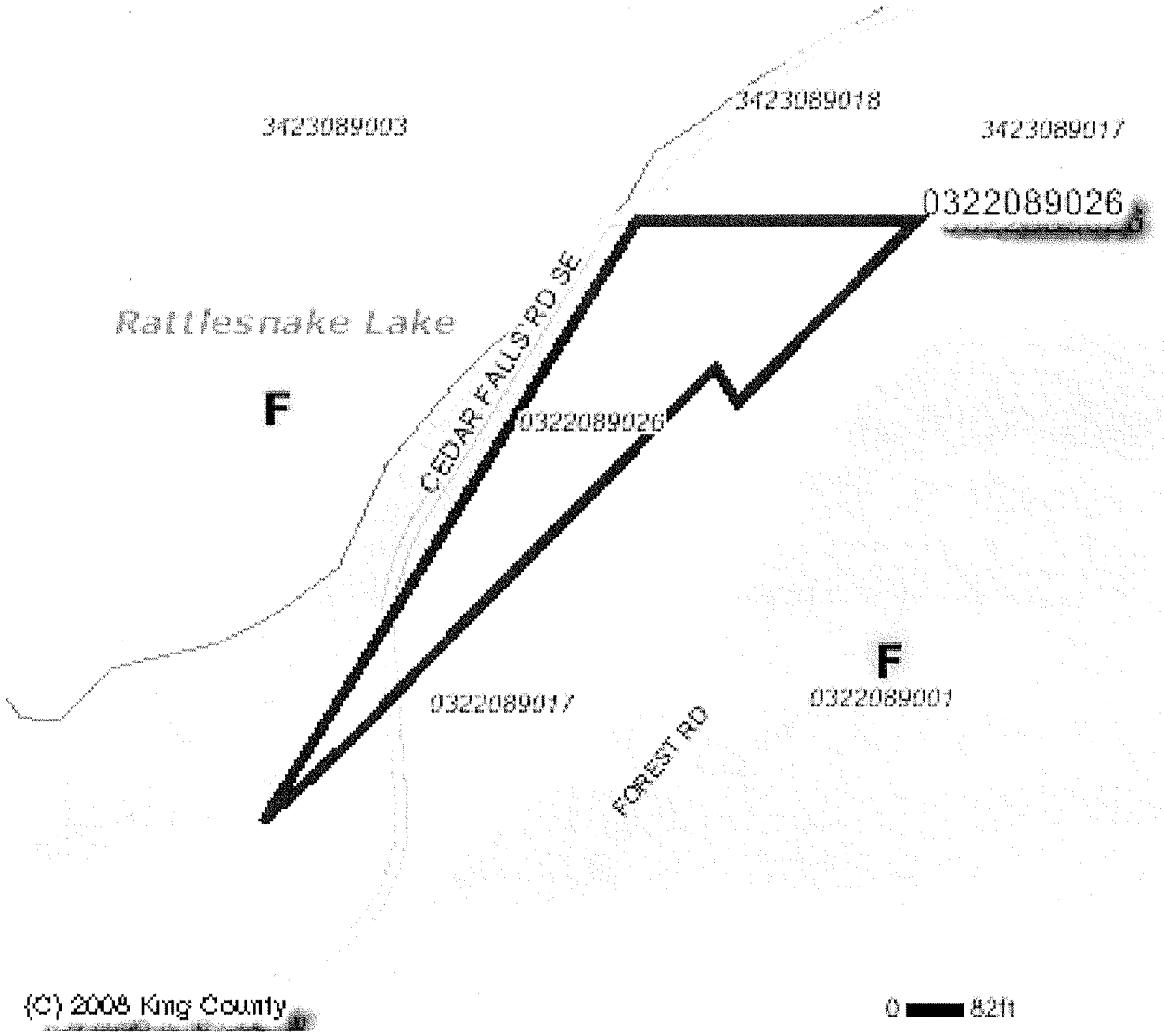
- *Please check one of the following:*

XX This legislation does not have any financial implications.

Attachment 1: Property Map

LH COUNCIL CLERK

Attachment 1 to SPU Ck w Education Center Property Fiscal Note
PROPERTY MAP FOR KING COUNTY PARCEL NO. 032208-9026



STATE OF WASHINGTON – KING COUNTY

--ss.

236701 No.
CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 122940

was published on

04/01/09

The amount of the fee charged for the foregoing publication is the sum of $ 169.80, which amount has been paid in full.

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 24, 2011
STATE OF WASHINGTON

Subscribed and sworn to before me on

04/01/09

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

ORDINANCE 122940

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept the donation of real property via quitclaim deed as settlement of a lawsuit concerning ownership of the real property known as King County Parcel No. 032208-9026 and legally described and depicted in Attachments 1 and 2 hereto.

WHEREAS, since 1880, it has been the official policy of the City of Seattle to own all lands within the 90,000 acre Cedar River Watershed; and

WHEREAS, in 2007, Davis Land Group, LLC brought suit against the City claiming that it owns approximately 3.14 acres of the land on which the City's Cedar River Watershed Education Center is located based on a 2006 quitclaim deed purchased by Davis for $1,300; and

WHEREAS, for much of the period between the 1880s and the present, railroad uses and private and public timber uses within this Watershed have resulted in a complex patchwork of real property purchases, trades and sales among the various ownership rights also involving the City, making the tracking of exact title rights difficult; and

WHEREAS, in the 1970s, railroad operations within the Watershed ceased and in the 1980s the railroad companies removed all railroad tracks and other equipment; and

WHEREAS, from and after that time, the City has possessed and controlled the area, gating and fencing the same and posting signs identifying the land as property owned by the City, removing old railroad housing sites and remediating contaminated soil; and

WHEREAS, in 1992 the City began the Master Plan process for the future of the Watershed, including the development and construction of the land on which the Education Center is now located; and

WHEREAS, in 1996 the City obtained a title report that expressly represented to the City that the property selected for the Center is owned by the City, but has subsequently learned that the report was in error; and

WHEREAS, it is the belief of the City and Seattle Public Utilities that it now owns the subject property or that it has acquired all right title and interest therein by virtue of adverse possession; and

WHEREAS, Davis has offered to settle and dismiss its lawsuit and to donate its bare legal title to any interest in the land to the City in exchange for the City accepting the donation and signing an IRS form (Attachment 3) acknowledging the fact of donation; and

WHEREAS, the opinion of the Seattle City Attorney, this offer will resolve the suit in an acceptable manner, will cost the City no money, removes any cloud to the City's title to the property and does not require further litigation to establish legal ownership, and the City Attorney has therefore recommended that this settlement offer be accepted; and

WHEREAS, the authority to accept donations and to accept and record deeds is vested in the Seattle City Council;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities, or designee, is authorized to accept for and on behalf of the City of Seattle a Statutory Warranty Deed donating to the City any right, title, or interest Davis may have in the subject real property described in Attachments 1 and 2 and to execute on behalf of the City an IRS donation receipt form attached as Attachment 3.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 23rd day of March, 2009, and signed by me in open session in authentication of its passage this 23rd day of March, 2009.

RICHARD CONLIN,

President of the City Council.

Approved by me this 26th day of March, 2009.

GREGORY J. NICKELS,

Mayor.

Filed by me this 27th day of March, 2009.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Attachment 1: Settlement Agreement

Attachment 2: Statutory Warranty Deed

Attachment 3: IRS Donation Form

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, April 1, 2009.

4/1(236701)

Return Address:
Real Property Services
Seattle Public Utilities
PO Box 34018
Seattle WA 98124-4018

20090504000856
SEA PUBLIC UTI WD 45.00
PAGE001 OF 004
05/04/2009 12:11
KING COUNTY, WA

E2389154
05/04/2009 12:11
KING COUNTY, WA
TAX $10.00
SALE $0.00
PAGE001 OF 001

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Statutory Warranty Deed

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. The Davis Land Group, LLC

2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of Seattle, Seattle Public Utilities

2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Portion of Gov't Lots 3 + 4 and the SW Qtr. of the NW Qtr. of fractional Section 3 Twnsp. 22 N, Range 8 E, W.M.

Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned

032208-9026

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

A C Hansen Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

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CITY OF SEATTLE
2009 JUL -2 AM 10:31
CITY CLERK